



APPLICATION FOR CREDIT/FINANCING

Fauquier County Department of Environmental Service 6438 College Street, Warrenton, VA

Fax application to (540) 341-7129

(540) 347-6811



☐ Existing Customer _____
Customer Number

GENERAL INFORMATION: (Please print or type)

Business/Individual Name _____ Trade Name (if different) _____

Physical Address _____ City _____ State _____ Zip _____ County _____

Billing Address _____ City _____ State _____ Zip _____ County _____

Office Phone# _____ Mobile/Pager # _____ Fax # _____

Contact Name _____ Title _____ E-mail _____

Description of Business _____ Business Start Date: _____ Time as Current Owner: _____
☐ Sole Proprietorship ☐ Corporation ☐ General Partnership ☐ LLC ☐ Other _____

Number of Employees _____ Purchase Order Number ☐ Yes ☐ No

Has the business or any principal ever declared bankruptcy? ☐ Yes ☐ No Are there any outstanding liens? ☐ Yes ☐ No
If yes, date filed _____

Federal ID Number _____ Sales Tax Exempt? ☐ Yes ☐ No If yes, please attach copy of exemption certificate

SCC # If Corporation: _____ Contact Name _____ Phone # (____) _____

Bonding Company: _____

Type and Amount of Credit Applied for _____

FINANCIAL INFORMATION:

Bank/Finance Company References:

Name	Account Number & Phone Number	Checking: (Please provide current balances)	Savings:	Loan:
(1) _____	_____	<input type="checkbox"/> _____	_____	_____
(2) _____	_____	<input type="checkbox"/> _____	_____	_____

Trade References:	Contact	Address (included city, state & zip)	Telephone	Account #
(1) _____	_____	_____	_____	_____
(2) _____	_____	_____	_____	_____
(3) _____	_____	_____	_____	_____
(4) _____	_____	_____	_____	_____

Personal Information on Owner/Principals/Guarantors: attach additional sheets, if necessary

Name/Title _____ Birthdate _____ SS# _____

Home Address & Phone No. _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

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Home Address & Phone No. _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

NOTICE: The undersigned ("Customer") hereby makes application for credit from Fauquier County Department of Environmental Services. In this connection, Customer hereby authorizes and requests each trade or bank reference listed herein to advise Fauquier County Department of Environmental Services of its credit experience with and to express an opinion as to the credit record of Customer. Customer acknowledges and agrees that Fauquier County Department of Environmental Services, in its sole discretion, may submit this Credit Application and other credit information to others, including other potential sources of the credit sought by this application, as well as Fauquier County Department of Environmental Services successors and assigns. Further, Customer, and each person signing below on behalf of Customer and/or signing as a Guarantor, agrees that Fauquier County Department of Environmental Services may obtain personal credit reports with respect to Customer and each such person in connection with continuation of the credit provided herein, or pursuant to a subsequent application or request, and that Fauquier County Department of Environmental Services may share with such other potential sources of the credit sought by this application all such credit reports and other credit information described in this paragraph.

Customer acknowledges that Fauquier County Department of Environmental Services may, in its sole discretion, refuse to extend credit to Customer in connections with any credit transaction. The fact that this application contains reference to "type and amount of credit applied for" shall not be deemed a limitation of liability by Customer or any Guarantor. If credit is extended, Customer agrees to pay invoices in accordance with the terms and conditions on reverse side hereof and further agrees to pay costs of collection.

SEE PAGE 2 FOR TERMS AND CONDITIONS AND SIGNATURES

FAUQUIER COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES STANDARD TERMS AND CONDITIONS

The terms and conditions set forth below, together with the separate written statement of Fauquier County Department of Environmental Services Warranties and Disclaimers and the terms and conditions of a purchase order for services and/or materials (an "Order") that are not inconsistent herewith, shall constitute all of the terms and conditions of all purchase and sale transactions between Fauquier County Department of Environmental Services and the person or entity placing an Order (the "Purchaser") unless Fauquier County Department of Environmental Services has expressly agreed otherwise in a separate written document manually signed by Fauquier County Department of Environmental Services (the "Contract Terms"). As used herein the term "Products" shall refer to the machinery, equipment and parts that are subject of an Order.

1.) Warranties and Disclaimers. ALL SALES ARE SUBJECT TO THE SEPARATE WRITTEN STATEMENT OF FAUQUIER COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES WARRANTIES AND DISCLAIMERS WHICH IS INCORPORATED HEREIN BY REFERENCE. Additional copies of the written statement are available upon request. EXCEPT AS PROVIDED IN THE SEPARATE WRITTEN STATEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.) Safety and Health Standards. Use of the Products may require Purchaser to comply with various federal, state or local laws rules, regulations, or safety codes including, but not limited to the Occupational Safety and Health Act and the Federal Coal Mine Health and Safety Act of 1969. Purchaser acknowledges that the Products may require certain additional safety guards and devices before use in compliance therewith and Purchaser assumes the entire responsibility for the installation of such safety guards and devices. Purchaser agrees to indemnify and save Fauquier County Department of Environmental Services harmless from and against a failure to do so.

3.) Shipping and Taxes. Unless otherwise agreed at the time of sale, Purchaser shall be responsible for, and reimburse Fauquier County Department of Environmental Services all shipping, transportation and other delivery charges, including special order shipping charges. Purchaser shall pay, in addition to the sales tax applicable at the time of delivery, all excise, privilege, sales, use and other taxes and tariffs whenever due, and in the event the same are paid by Fauquier County Department of Environmental Services. Purchaser will **4.) Payment and Charge.** Payment of Tipping fee invoices is due in full on the last business day of the month for purchases made during the preceding month. In the event of nonpayment of any indebtedness within 10 days of when due, Purchaser shall pay a late charge of 1.75% per month computed on the unpaid indebtedness (or if prohibited by applicable law, such lesser amount allowed by law).

5.) Time of Delivery, Force Majeure and Risk of Loss. Fauquier County Department of Environmental Services makes no guaranty or warranty of the approximate available date and any such date specified in this Agreement is merely an estimated date of shipment or delivery. Performance by Fauquier County Department of Environmental Services shall be subject to "Force Majeure" which term is hereby declared to include all circumstances and actions whatsoever beyond the direct and immediate control of Fauquier County Department of Environmental Services, among which, but not exclusive of others, are the following: Acts of God, war and riot, intervention of authorities or agencies of government including but not limited to agencies concerned with the preservation of the environment, embargoes, vandalism, sabotage, strikes, lockouts, or other industrial disturbances, shortages or delay in supply of fuel, power, raw materials or component parts, or other cause beyond Fauquier County Department of Environmental Services reasonable control or any mechanical, electronic or communications failure which prevents electronic transmission or receipt of data. Fauquier County Department of Environmental Services shall not be liable for any loss or damage caused Purchaser, nor shall Purchaser be entitled to cancel an order because of, failure to perform due to Force Majeure. Risk of loss shall pass to Purchaser upon delivery of the Products to Purchaser or to a common or contract carrier.

6.) Credit and Security Interest. Each Order shall be subject to Fauquier County Department of Environmental Services approval of Purchaser's financial responsibility and credit on the actual delivery date, and Fauquier County Department of Environmental Services reserves the right to restrict an Order to a cash sale or to specify all credit terms and security to be given for the extension of credit. Fauquier County Department of Environmental Services reserves a purchase money security interest in the Products until such time as Fauquier County Department of Environmental Services has received payment in full. In this connection, Purchaser authorizes Fauquier County Department of Environmental Services, any of its agents and employees, as its attorney in fact to execute and file (manually or electronically) on behalf of Purchaser such financing statements as might be reasonably required to perfect such security interest.

7.) Miscellaneous. An Order cannot be assigned by Purchaser or by operation of law, except with the written consent of a corporate officer of Fauquier County Department of Environmental Services. Each Order shall be construed and interpreted under the laws (except principles of conflicts of laws) of the Commonwealth of Virginia. The LIN Convention on Contracts for the International Sale of Goods shall not be applicable and is specifically disclaimed. Any cause of action for default shall be deemed to have arisen in the City of Salem, Virginia. No modifications or waiver of these Standard Terms and Conditions shall be effective unless in writing. Any terms contained in an Order that are inconsistent with these Standard Terms and Conditions, as well as any other terms not expressly contained in the Contract Terms, are objected to, inapplicable and disclaimed. Purchaser shall reimburse Fauquier County Department of Environmental Services for all costs and expenses, including legal fees, incurred by Fauquier County Department of Environmental Services in collecting the purchase price and/or collecting damages for Purchaser's breach. Fauquier County Department Environmental Services is an Equal Opportunity Employer complying with Executive Order 11246. If an Order is a nonexempt Government Contract or Federally Assisted Government Contract, as such terms are defined in Part 60-1 of Chapter 41 of the Code of Federal Regulations, or a nonexempt subcontract or purchase order entered into in Connection with the performance thereof, then the provisions of paragraphs (1) through (7) of Section 60-1.4(a) or Section 60-1.4(b), as applicable, are incorporated herein by reference and the parties agree to comply therewith.

BY: _____ TITLE: _____ DATE: _____

BY: _____ TITLE: _____ DATE: _____

PERSONAL GUARANTY

In consideration of credit being extended by Fauquier County Department of Environmental Services to _____ ("Customer"), I/we ("Guarantor") hereby jointly, severally and unconditionally guarantee to Fauquier County Department of Environmental Services, its successors and when due (including any accelerated or extended maturity) of all indebtedness, leases and obligations of Customer to Fauquier County Department of Environmental Services, including interest, service and late charges, now existing or hereafter arising (collectively, "Indebtedness"); and Guarantor(s) further agrees to pay all expenses, including court cost and legal fees incurred by Fauquier County Department of Environmental Services in attempting to collect the Indebtedness or enforcing this Guaranty. This Guaranty shall remain in full force and effect as to each Guarantor until revoked in writing by such Guarantor by registered mail, return receipt requested. Revocation of this Guaranty by any Guarantor will not relieve a revoking Guarantor of liability for obligations contained herein incurred by Customer prior to receipt of notice of revocation by Fauquier County Department of Environmental Services. Each Guarantor agrees that Fauquier County Department of Environmental Services may obtain a personal credit report upon such Guarantor, in accordance with provisions on front paged, "Notice". This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment and shall be enforceable before or after proceeding against Customer, and without any resort to any collateral or other Guarantor or surety. This Guaranty shall be governed by the laws of the Commonwealth of Virginia and Guarantor hereby consents to it jurisdiction.

_____(SEAL) SSN: _____ DATE: _____
Jointly and Severally

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Jointly and Severally